

ANNEX B

TO THE PACIFIC NORTHWEST EMERGENCY MANAGEMENT ARRANGEMENT OF 1996 BETWEEN THE GOVERNMENTS OF THE STATE OF ALASKA, THE STATE OF IDAHO, THE STATE OF OREGON, THE STATE OF WASHINGTON, THE PROVINCE OF BRITISH COLUMBIA AND THE YUKON GOVERNMENT

PACIFIC NORTHWEST EMERGENCY MANAGEMENT ARRANGEMENT (PNEMA)
IMPLEMENTING PROCEDURES

Article I - Purpose and Authorities

The governments of the State of Alaska, the State of Idaho, the State of Oregon, the State of Washington, the Province of British Columbia, and the Yukon Government are signatories to the Pacific Northwest Emergency Management Arrangement (PNEMA). Article 6 of PNEMA provides: "This Arrangement and the Annex may be amended (and additional Annexes may be added) by arrangement of the Signatories." Pursuant to this provision, the undersigned Signatories hereby enter into this arrangement, which shall be designated as Annex B to PNEMA.

The Pacific Northwest Emergency Management Arrangement Implementing Procedures, hereinafter referred to as the "arrangement" is made and entered into by and among such of the signatories as shall enact or adopt this arrangement, hereinafter referred to as "signatories." For the purpose of this agreement, the term "signatories" may include any or all of: the States of Alaska, Idaho, Oregon, Washington; the Province of British Columbia; and the Yukon Government, all of which entered into the Pacific Northwest Emergency Management Arrangement (PNEMA) in 1996-97 and such other states, provinces and territories as may hereafter become a signatory to PNEMA and this arrangement.

The purpose of this arrangement is to provide for the possibility of mutual assistance among the signatories entering into this arrangement in managing any emergency or disaster when the affected signatory or signatories ask for assistance, whether arising from a natural disaster, accidental or intentional events or the civil emergency aspects of resources shortages.

This arrangement also provides for the process of planning mechanisms among the agencies responsible and for mutual cooperation, including, if need be, emergency-related exercises, testing, or other training activities using equipment and personnel simulating performance of any aspect of the giving and receiving of aid by signatories or subdivisions of signatories during emergencies, with such actions occurring outside actual declared emergency periods. Mutual assistance in this arrangement may include the use of emergency forces¹ by mutual agreement among signatories.

The purpose of these implementing procedures is to provide specific procedures, agreed to by the signatories, for implementing PNEMA. The signatories acknowledge that the signatory states of the United States (Alaska, Idaho, Oregon, and Washington) have adopted the Emergency Management Assistance Compact (EMAC). Nothing in the arrangement or these implementing procedures shall supersede EMAC.

Article II - General Implementation

Each signatory entering into this arrangement recognizes that emergencies may exceed the capability of a signatory and that intergovernmental cooperation is essential in such circumstances. Each signatory further recognizes that there may be emergencies that require immediate access to outside resources and that procedures need to be in place to request outside resources to make a prompt and effective response to such an emergency because few, if any, individual signatories have all the resources they need in all types of emergencies or the capability of delivering resources to areas where emergencies exist.

The prompt, full and effective utilization of resources of the signatories, including any resources on hand or available from any other source that are essential to the safety, care and welfare of the people in the event of any emergency or disaster, will be the underlying principle on which all articles of this arrangement are understood

¹ Emergency forces include but are not limited to: police/security forces; and fire-rescue (Hazmat/USAR); emergency medical and emergency management services.

On behalf of the signatories, the legally designated official who is assigned responsibility for emergency management is responsible for formulation of the appropriate inter-signatory mutual aid plans and procedures necessary to implement this arrangement and for recommendations to the signatories concerned with respect to the amendment of any statutes, regulations or ordinances for that purpose.

Article III - Signatory Responsibilities

1. Formulate plans and programs. Each signatory will formulate procedural plans and programs for each inter-signatory cooperation areas listed in this section. In formulating and implementing such plans and programs the signatories, to the extent practical, shall:

- A. Review individual signatory hazards analyses that are available and, to the extent reasonably possible, determine all those potential emergencies the signatories might jointly suffer, whether due to a natural disaster, an accidental or intentional event or the emergency aspects of resource shortages;
- B. Initiate a process to review the signatories' individual emergency plans and develop a plan that will determine the mechanism for the inter-signatory cooperation;
- C. Develop inter-signatory procedures to fill any identified gaps and to resolve any identified inconsistencies or overlaps in existing or developed plans;
- D. Assist in warning communities adjacent to or crossing signatory boundaries;
- E. Protect and ensure delivery of services, medicines, water, food, energy and fuel, search and rescue and critical lifeline equipment, services and resources, both human and material to the extent authorized by law;
- F. Inventory and agree upon procedures for the inter-signatory loan and delivery of human and material resources, together with procedures for reimbursement or forgiveness; and
- G. Provide, to the extent authorized by law, for temporary suspension of any statutes or ordinances that impede the implementation of the responsibilities described in this subsection.

2. Request for assistance. The authorized representative of a signatory may request assistance of another signatory by contacting its authorized representative. These provisions only apply to requests for assistance made by and to authorized representatives. Requests may be verbal or in writing. The authorized representative of signatories will confirm their verbal request in writing within 15 days. Requests must provide the following information:

- A. A description of the emergency service function for which assistance is needed and of the mission or missions, including but not limited to fire services, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services and search and rescue;
- B. The amount and type of personnel, equipment, materials and supplies needed and a reasonable estimate of the length of time they will be needed; and
- C. The specific place and time for staging of the assisting party's response and a point of contact at the location.

3. Consultation among signatory officials. There will be frequent consultation among the signatory officials who have assigned emergency management responsibilities, such officials collectively known hereinafter as the International Emergency Management Group, and other appropriate representatives of the signatory with free exchange of information, plans and resource records relating to emergency capabilities to the extent authorized by law.

Article IV - Limitation

Any signatory requested to render mutual aid or conduct exercises and training for mutual aid will respond as soon as possible, except that it is understood that the signatory rendering aid may withhold or recall resources to the extent necessary to provide reasonable protection for itself. To the extent authorized by law, each signatory will afford to the personnel of the emergency forces of any other signatory while operating within its signatory limits under the terms and conditions of this arrangement and under the operational control of an officer of the requesting signatory the same treatment as is afforded similar or like forces of the signatory in which they are performing emergency services. Emergency forces continue under the command and control of their regular leaders, but the organizational units come under the operational control of the emergency services authorities of the signatory receiving assistance. These conditions may be activated, as needed, by the signatory that is to receive assistance or upon commencement of exercises or training for mutual aid and continue as long as the exercises or training for mutual aid are in progress, the emergency or disaster remains in effect or loaned resources remain in the receiving signatory or signatories, whichever is longer. The receiving signatory is responsible for informing the assisting signatory when services will no longer be required.

Article V - Licenses and Permits

Whenever a person holds a license, certificate or other permit issued by any signatory to the arrangement evidencing the meeting or qualifications for professional, mechanical or other skills, and when such assistance is requested by the receiving signatory, such person is deemed to be licensed, certified or permitted by the signatory requesting assistance to render aid involving such skill to meet an emergency or disaster, to the extent allowed by law and subject to such limitations and conditions as the requesting signatory prescribes by executive order or otherwise.

Article VI - Liability

Any person or entity of a signatory rendering aid in another signatory pursuant to this arrangement is considered an agent of the requesting signatory for tort liability and immunity purposes. Any person or entities rendering aid in another signatory pursuant to this arrangement is not liable on account of any act or omission of good faith on the part of such forces while so engaged or on account of the maintenance or use of any equipment or supplies in connection therewith. Good faith in this article does not include willful misconduct, gross negligence or recklessness.

Article VII - Supplementary Agreements

Because it is probable that the pattern and detail of the provision for mutual aid among two or more signatories may differ from that among the signatories that are party to this arrangement, this contains elements of a broad base common to all signatories, and nothing in this arrangement precludes any signatory from entering into supplementary agreements with another signatory or affects any other agreements already in force among signatories. Supplementary agreements may include, but are not limited to, provisions for evacuation and reception of injured and other persons and the exchange of medical, fire, public utility, reconnaissance, welfare, transportation and communications personnel, equipment and supplies.

Article VIII - Workers' Compensation and Death Benefits

Each signatory shall provide, in accordance with its own laws, for the payment of workers' compensation and death benefits to injured members of the emergency forces of that signatory and to representatives of deceased members of those forces if the members sustain injuries or are killed while rendering aid to another signatory pursuant to this arrangement, in the same manner and on the same terms as if the injury or death were sustained within their own jurisdiction.

Article IX - Reimbursement

Any signatory rendering aid to another signatory pursuant to this arrangement shall, if requested, be reimbursed by the signatory receiving such aid for any loss or damage to or expense incurred in the operation of any equipment and the provision of any service in answering a request for aid and for the costs incurred in connection with those requests. An aiding signatory may assume in whole or in part any such loss, damage, expense or other cost or may loan such equipment or donate such services to the receiving signatory without charge or cost. Any two or more signatories may enter into supplementary agreements establishing a different allocation of costs among those signatories. Benefits under Article VIII are not reimbursable under this section.

Article X - Evacuation

Each signatory shall initiate a process to prepare and maintain plans to facilitate the movement of and reception of evacuees into its territory or across its territory, according to its capabilities and powers. The signatory from which the evacuees came shall assume the ultimate responsibility for the support of the evacuees, and after the termination of the emergency, for the repatriation of such evacuees.

Article XI - Implementation

1. This arrangement is effective upon its execution or adoption by any two signatories, and is effective as to any other signatory upon its execution or adoption thereby: subject to approval or authorization by the U.S. Congress, if required, and subject to enactment of any national, state, provincial or territorial legislation that may be required for the effectiveness of the arrangement.
2. Any signatory may withdraw from this arrangement but the withdrawal does not take effect until 30 days after the governor or premier of the withdrawing signatory has given notice in writing of such withdrawal to the governors or premiers of all other signatories. The action does not relieve the withdrawing signatory from obligations assumed under this arrangement prior to the effective date of withdrawal.
3. Duly authenticated copies of this arrangement in the French and English languages and of such supplementary agreements as may be entered into shall, at the time of their approval, be deposited with each of the signatories.

Article XII - Severability

This arrangement is construed so as to effectuate the purposes stated in Article I. If any provision of this arrangement is declared unconstitutional or invalid or inapplicable to any person or circumstances, the validity of the remainder of this arrangement to that person or circumstances and the applicability of the arrangement to other persons and circumstances are not affected.

Article XIII - Inconsistency of Language

The validity of the arrangements and agreements consented to in this arrangement shall not be affected by any insubstantial difference in form or language as may be adopted by the various states, provinces and territories.

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IN WITNESS WHEREOF, the undersigned have signed ANNEX B to the PACIFIC NORTHWEST EMERGENCY MANAGEMENT ARRANGEMENT

THE STATE OF ALASKA

GOVERNOR

Date

THE STATE OF IDAHO

GOVERNOR

Date

THE STATE OF OREGON

GOVERNOR

Date

THE STATE OF WASHINGTON

Christine Gregoire
GOVERNOR

SEP 2 11 2006

Date

THE PROVINCE OF BRITISH COLUMBIA

Gordon Campbell
PREMIER

SEP 2 11 2006

Date

THE YUKON GOVERNMENT

PREMIER

Date